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15.00

SPECIAL WARRANTY DEED

110-92-1613

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT DIAMOND SHAMROCK CORPORATION, a Delaware corporation, hereinafter called "Grantor", in consideration of Ten Dollars (\$10.00) and other valuable consideration paid it by PENNWALT CORPORATION, a Pennsylvania corporation, hereinafter called "Grantee", the receipt of which consideration is hereby acknowledged, hereby grants, sells, and conveys unto said Grantee the following tract of land in Harris County, Texas, to wit:

"3.6559 acres of land out of a 99.811 acre tract of land in the Richard and Robert Vince Survey, Abstract No. 76, said 99.811 acre tract of land being the same property described as second tract in a deed dated August 2, 1945, to J. F. Hedding, Trustee, and recorded in Volume 1395, Page 533 of the Deed Records of Harris County, Texas, said 3.6559 acres of land contains all of a 1.5097 acre of land described in a deed dated 19th of April, 1966, to Diamond Alkali Company and recorded in Volume 6347, Page 419, of the Deed Records of Harris County, Texas, said 3.6559 acres of land being further described by metes and bounds as follows: all coordinates and bearings are referred to the Texas Plan Coordinate System South Central Zone:

"BEGINNING at a 5/8 inch iron rod set for corner at the North corner of the said 1.5097 acre tract of land having coordinates X - 719.712.56, Y - 3.212.538.84, said rod bears South 36°34'31" East 50 feet and South 53°25'29" West 1612.33 feet from a concrete monument found in the North corner of Pennwalt Chemicals Corporation 2.576 acre tract of land described in an instrument recorded in Volume 3917, Page 110 of the Deed Records of Harris County, Texas,

RETURN TO: JAMES A. JOHNSON
1100 MILAM, SUITE 1500
HOUSTON, TEXAS 77002

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said concrete monument is also located 43 feet from the center line of the Harris County Houston Ship Channel Railroad;

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THENCE South $36^{\circ}34'31''$ East (called South $33^{\circ}00'$ East) along the Northeasterly line of the said 1.5097 acre tract at 150 feet passing the East corner of the said 1.5097 acre tract, also being the West corner of Pennwalt Chemical Corporation 7.648 acre tract of land described in an instrument recorded in Volume 3917, Page 310 of the Deed Records of Harris County, Texas, and continuing along the same bearing and the Southwesterly line of said 7.648 acres at 350 feet passing the South corner of said 7.648 acres, also being the West corner of Pennsalt Chemical Corporation 1.6899 acre tract of land described in an instrument recorded in Volume 6347, Page 414, of the Deed Records of Harris County, Texas, and continuing along the same bearing and the Southwesterly line of the said 1.6899 acre tract of land a total distance of 372.00 feet to a $5/8$ inch iron rod set for corner and being the East corner of the herein described tract, said rod also being located at the South corner of said 1.6899 acre tract of land;

THENCE South $53^{\circ}25'29''$ West at 319.34, passing a $5/8$ inch iron rod set in the intersection of the Corps of Engineers 180 foot reference line of the herein described tract at 336.4 feet passing the left bank of Greens Bayou and continuing along on the same bearing a total distance of 412.76 feet to a point for intersection in the waters of Greens Bayou with a meander line called for in said 99.811 acre tract of land;

THENCE North $40^{\circ}45'31''$ West along the said meander line in the waters of Greens Bayou 230.74 feet to point for corner;

THENCE North $44^{\circ}31'31''$ West along the said meander line 143.25 feet to the point for intersection with the Northwesterly line of said 1.5097 acre tract of land, also the Northwesterly line of the herein described tract of land;

THENCE North $53^{\circ}25'29''$ East along the Northwesterly line of the said 1.5097 acre tract of land at 74.4 feet leaving the waters of Greens Bayou and crossing the left bank of same at 91.76 feet passing a $5/8$ inch iron rod at the intersection of the said 180 feet reference line and Northwesterly of said 1.5097 acre tract of land and continuing along the same bearing a total distance of 449.33 feet to the place of beginning and containing 3.6559 acres including 0.6463 acre between the existing left bank and meandering line called for in said 98.811 acre tract of land.

II.

TO HAVE AND TO HOLD said premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever, subject to any and all valid easements, reservations, and restrictions of record in Harris County, Texas.

III.

Grantor reserves unto itself, its successors and assigns, an exclusive easement on the Property for loading and unloading purposes, such easement to take the place of Grantor's dock facility currently located on the Property. This new loading and unloading easement (the "Dock Easement") shall be along Greens Bayou and shall be seventy (70) feet in length as measured along the Corps of Engineers 180-foot reference line, as shown on the plat attached hereto as Exhibit "A", beginning from the intersection of said line with the southeast property line of the Property, and shall extend in width from the waterline of Greens Bayou to a line thirty (30) feet northeasterly of and parallel to said 180-foot reference line.

Grantor shall be entitled during an initial fifteen year term from the date hereof to construct a dock facility for the loading and unloading of cargo within the boundaries of the Dock Easement. In the event Grantor fails to construct and use such a facility within said initial fifteen year term, then this Dock Easement shall fully terminate after passage of said initial fifteen year term, unless such termination occur sooner by agreement or operation of law. In the event Grantor does construct such a dock facility during said initial fifteen year term, then from and after the date of completion of such dock construction Grantor shall have a duration-of-use easement covering the seventy foot by thirty foot area above described; PROVIDED THAT in the event Grantor should fail to use said easement for any period of five continuous years,

110-92-1615

110-92-1616

following construction, said easement shall terminate and revert to Grantee hereunder. Grantor agrees to provide Grantee, its successor or assign with recordable releases of the Dock Easement after termination of said Easement in accordance with the provisions hereof.

Grantor hereby agrees to indemnify and hold Grantee harmless for any damages, injury, claims or other liabilities incurred by Grantee in connection with Grantor's construction of the dock facility or use of the Dock Easement unless such damage or injury is caused solely by the negligence of Grantee.

Whereas, the water line of Greens Bayou may change from time to time, due to natural or unnatural causes, it is agreed that following dock construction Grantor shall have the right and easement to construct new facilities, or modify existing facilities, as necessary to utilize seventy feet of water frontage; PROVIDED THAT the Dock Easement shall not extend inland from the water line beyond that easement line established at the time of completion of construction of any original dock facilities constructed hereunder.

During the term of the Dock Easement, Grantor shall have the right of ingress and egress at all reasonable times across adjacent property of Grantee as necessary to maintain and repair said easement area and/or facilities thereon and Grantor shall repair any damages to Grantee's property caused thereby.

IV.

Grantor reserves unto itself, its successors and assigns, a duration of use easement, along a portion of the Southeast property line of the property conveyed hereby, for the purpose of using and maintaining an existing drainage ditch which is a part of a drainage ditch on other property of Grantor. The easement area reserved shall be limited to the area actually occupied by said drainage ditch. Said ditch shall be deemed to be in use by Grantor until it

shall notify Grantee in writing of its abandonment of such. During the term of this Easement, Grantor shall have the right of ingress and egress at all reasonable times across adjacent property of Grantee as necessary to maintain and repair such ditch and Grantor shall repair any damages to Grantee's property caused thereby.

110-92-1617

V.

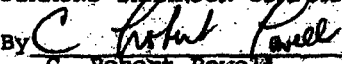
Grantor binds itself, its successors and assigns, to warrant and forever defend the title to said property to Grantee, its successors and assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, and subject to the foregoing reservations.

EXECUTED THIS 12th day of October

1978

Attest:

Assistant Secretary
Edward J. Masek

DIAMOND SHAMROCK CORPORATION
By 
C. Robert Powell
Executive Vice President

STATE OF OHIO X
COUNTY OF CUYAHOGA X

Before me, the undersigned authority, personally appeared C. Robert Powell, of Diamond Shamrock Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 12th day of October, 1978.


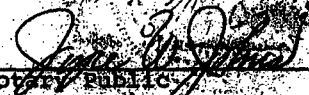
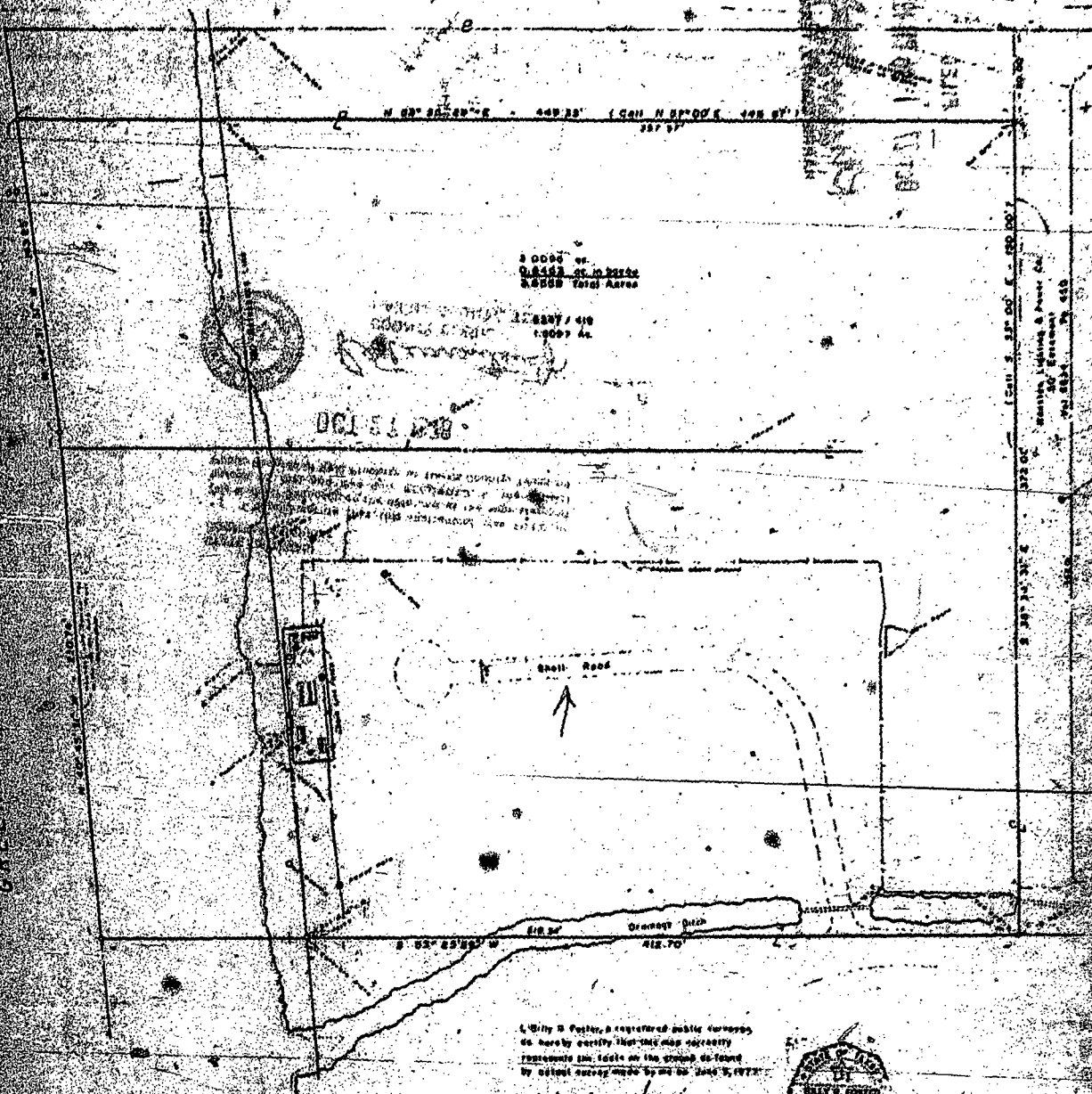


Notary Public
JOYCE W. JOHNS
Notary Public For Cuyahoga County
My Commission Expires May 18, 1979

EXHIBIT "A"

110-92-1618



I, Billy B. Foster, a registered public surveyor, do hereby certify that this map accurately represents the facts on the ground as found by actual survey made by me on June 5, 1977.

Billy B. Foster
 Billy B. Foster
 Registered Public Surveyor No. 1609



Date: June 5, 1977

All corrections and hearings are referred to the State of Texas, Department of Transportation.

APPROVED:

Richard A. Davis
 County Engineer

110-35-1010
 RECORDER'S MEMORANDUM
 AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

140-92-1619

RECORDED

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
the Public Records of the State and that the same started
before me and was duly RECORDED in the Official
Public Records of said County of Harris County, Texas on

OCT 27 1978



Return to...
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
OCT 27 1978
HARRIS COUNTY, TEXAS

140-92-1619